

AVEVA SOLUTIONS LIMITED

AVEVA Connect Terms

PART A – TERMS

All defined terms used in this Agreement shall have the meaning given to them in Part B of these AVEVA Connect Terms, or as set out in the Connect Agreement.

1. COMPLIANCE WITH THIS AGREEMENT AND APPLICABLE LAWS.

- 1.1 Client may Use the AVEVA Services only in accordance with the terms and conditions of this Agreement and in relation to its activities under this Agreement Client shall comply fully with all Applicable Laws of the country in which it is incorporated and registered and in which the AVEVA Services are to be Used.
- 1.2 Client warrants that it has not been in breach of any Applicable Laws that would affect its receipt, or AVEVA's provision of, the AVEVA Services.

2. PROVISION OF THE AVEVA SERVICES.

- 2.1 AVEVA shall provide its AVEVA Services to Client for its internal business purposes only, and subject to any restrictions set out in the Connect Agreement.
- 2.2 AVEVA shall use commercially reasonable endeavours to make AVEVA Connect available 24 hours a day, seven days a week except for planned or emergency maintenance (and AVEVA shall use reasonable endeavours to notify Client in advance of such maintenance, such as by posting a notification on AVEVA Connect), and does not warrant that they will be uninterrupted or error-free.
- 2.3 AVEVA shall provide its standard support services in effect from time to time to Client Account Administrator(s) (and unless otherwise agreed, Client Account Administrator(s) are responsible for providing Client's internal support to Client Account Users).
- 2.4 Client acknowledges that the AVEVA Services may enable or assist it to access or purchase Third Party Content (including products and services via third-party websites) and that it does so solely at its own risk. AVEVA makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of Third Party Content. Unless prevailing Third Party Content terms apply (which may include separate fees and charges), Client's Use of Third Party Content is governed by the terms of this Agreement.
- 2.5 AVEVA may update, revise or discontinue the functionality of the AVEVA Services at any time (including implementing updates, fixes and patches), and Client will be provided with access to such updated or revised functionality as it is made available by AVEVA.

3. CLIENT OBLIGATIONS.

- 3.1 To Use the AVEVA Services, Client must provide details as specified by AVEVA during the registration process for at least one Client Account Administrator. The Client Account Administrator can then register for User Credentials for Client Account Users for their access to the AVEVA Services. User Credentials are personal and Client may not sell, transfer or sublicense them to any other person.
- 3.2 The Client Account Administrator may on behalf of Client, from time to time, request to subscribe to SaaS Applications advertised and made available on AVEVA Connect, and any such access and subscription shall be subject to a separate agreement between the Parties setting out the terms and fees for such subscription(s).
- 3.3 Client is solely responsible for its Use of the AVEVA Services and shall:
 - (a) make all Client Users aware of the terms of this Agreement;
 - (b) not allow any User Credentials to be used by more than one individual Client User unless it has been reassigned in its entirety to another individual, in which case the prior Client Users shall no longer have any right to Use the AVEVA Services;
 - (c) ensure that its Use of the AVEVA Services and provision of any Client Content will not violate any Policy or Applicable Law;
 - (d) provide AVEVA with such co-operation as required by AVEVA to provide the AVEVA Services;
 - (e) be responsible for all activities of Client Users and any use of Client's User Credentials and shall ensure that its User Credentials are kept confidential and secure. AVEVA shall not be responsible for any unauthorized access through Client's User Credentials;
 - (f) obtain and shall maintain all necessary licences, consents, and permissions necessary for Client Content; and
 - (g) be solely responsible for procuring and maintaining any systems, network connections and telecommunications links necessary to access the AVEVA Services.
- 3.4 AVEVA shall be permitted to audit Client's Use of the AVEVA Services through the functionality of AVEVA Connect.
- 3.5 Client shall use all reasonable endeavours to prevent any unauthorised Use of the AVEVA Services and, in the event of it becoming aware of any such unauthorised Use, shall promptly notify AVEVA.

4. DATA SECURITY AND DATA PRIVACY.

- 4.1 AVEVA shall host and provide the AVEVA Services from such data centres (and such locations) as AVEVA may decide (including as necessary for redundancy and back-up purposes), provided that AVEVA and its licensors will implement commercially reasonable measures to secure and protect the AVEVA Services.
- 4.2 AVEVA will only use Personal Data (including in any Account Information)

in accordance with the AVEVA Privacy Policy, and Client consents to such usage. The AVEVA Privacy Policy does not apply to Client Content.

- 4.3 Except as requested by AVEVA to set up User Credentials, Client shall not upload any Personal Data as Client Content.
- 4.4 Neither AVEVA nor its licensors will access or use Client Content except as necessary to maintain or provide the AVEVA Services, as directed by Client, or as necessary to comply with the Applicable Laws or any governmental, regulatory or court order.
- 4.5 As necessary to ensure compliance with this Agreement, and for preventing fraud, AVEVA and its licensors may collect and process Use Metrics and information relating to the provision of the AVEVA Services.

5. SUSPENSION.

- 5.1 AVEVA may suspend Client's and/or any individual Client User's right to Use all or part of the AVEVA Services immediately upon notice to Client (and Client and/or Client Users must immediately cease Access the same) if in AVEVA's reasonable opinion Client's Use of the AVEVA Services (a) poses a security risk or adversely impacts AVEVA's or its licensor's systems or the AVEVA Services, (b) is in breach of Applicable Laws, including Trade Control Laws, or (c) is in breach of this Agreement.
- 5.2 AVEVA will use commercially reasonable efforts to restore Client's rights to Use the suspended AVEVA Services as soon as possible after Client has resolved the problem giving rise to the suspension.

6. TERM, TERMINATION, EFFECT OF TERMINATION.

- 6.1 This Agreement will remain in effect until terminated by either party in accordance with its terms.
- 6.2 Either Party may terminate this Agreement immediately if the other Party is in material breach of this Agreement and either (a) such breach is irremediable, or (b) such breach is remediable and remains uncured for a period of thirty (30) days from receipt of notice by the other Party.
- 6.3 AVEVA may also terminate this Agreement if (a) AVEVA has exercised the right to suspend Use of the AVEVA Services and Client has not cured the cause of the suspension within thirty (30) days from receipt of notice by AVEVA, or (b) there is a Change of Control of Client.
- 6.4 Upon the Termination Date (a) all of Client's rights, permissions and licences to the terminated AVEVA Services will immediately terminate and Client will immediately cease Use of the AVEVA Services and shall return or, if instructed by AVEVA, destroy all AVEVA Content and Confidential Information in Client's possession (except for AVEVA Content that is publicly available), (b) Client will no longer be able to access or retrieve Client Content loaded into AVEVA Connect, and (c) the following clauses: this 6.4, 7, 8 - 11, 13, 15 – 21 and Part B, and any other clause intended to apply or come into effect will continue to apply in accordance with their terms.

7. INTELLECTUAL AND OTHER PROPRIETARY RIGHTS.

- 7.1 Client or Client's licensors own all right, title, and interest in and to Client Content. Client hereby grants AVEVA a limited, revocable, non-exclusive, non-sublicensable (except to AVEVA's subcontractors who provide services connected with the AVEVA Services), non-transferrable license to access, use and host the Client Content during the Term to provide the AVEVA Services.
- 7.2 AVEVA, or its licensors retain all rights, title, and interest in and to the AVEVA Services and all related technology and Intellectual Property Rights therein. Except as provided in this clause 7, Client obtains no rights under this Agreement to the AVEVA Services, including (but not limited to) any Intellectual Property Rights in the AVEVA Services.
- 7.3 Subject to the terms of this Agreement, AVEVA grants Client a limited, revocable, non-exclusive, non-sublicensable (except as specifically provided otherwise in this Agreement), non-transferrable license to Use the AVEVA Services during the Term solely in accordance with the terms of this Agreement.
- 7.4 Neither Client nor any Client User may use the AVEVA Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither Client nor any Client User may, or may attempt to (a) except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the Parties, (i) modify, alter, tamper with, repair, or otherwise create derivative works of AVEVA Services, or (ii) reverse-engineer, disassemble, or decompile the AVEVA Services or apply any other process or procedure to derive the source code of any software included in the AVEVA Services, (b) resell or sublicense the AVEVA Services, (c) access all or any part of the AVEVA Services to build a product or service which competes with the AVEVA Services, or (d) attempt to access and use the underlying infrastructure supporting the AVEVA Services for any purposes.
- 7.5 Client will not assert, nor will Client authorize, assist, or encourage any third party to assert any claim regarding AVEVA Services.

8. IP INDEMNITY.

- 8.1 AVEVA will indemnify and keep indemnified Client against any damages, losses, costs or expenses that are awarded by a competent court to be paid by Client to a third party in respect of a successful Claim that AVEVA Connect or any AVEVA Content infringes the Intellectual Property Rights of a third party, provided that Client:

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- (a) has not done, permitted or suffered to be done anything which has caused or contributed to such Claim (including use of the infringing services in breach of this Agreement);
- (b) notifies AVEVA within seven (7) days of instigation of any such Claim;
- (c) give's AVEVA and such other third parties as AVEVA shall direct, (i) immediate and complete control of all negotiations and defence of such Claim, and (ii) all reasonable assistance with the conduct or settlement of any such Claim; and
- (d) does not make any admission as to liability or compromise or agree to settle any Claim without AVEVA's prior written consent, or otherwise prejudice AVEVA or any third part's defence of any Claim.
- 8.2 If there is, or AVEVA believes there may be, an infringement or Claim under clause 8.1, AVEVA shall have the right in its absolute discretion to:
- (a) procure the right of Client to continue using the infringing services in accordance with the terms of this Agreement;
- (b) make such alterations, modifications or adjustments to the infringing services so that it becomes non-infringing, or replace it with non-infringing services; or
- (c) terminate this Agreement in respect of the infringing services.
- 9. CONFIDENTIALITY.**
- 9.1 Each Party undertakes that it shall not at any time during the Term, and for a period of five years thereafter, disclose any Confidential Information of the other Party, except as permitted by clause 9.2.
- 9.2 Each Party may disclose the other party's Confidential Information: (a) to its employees, officers, Representatives who need to know such information for the purposes of carrying out the receiving Party's obligations under this Agreement; (b) as may be required by the Applicable Law or any governmental, regulatory or court order; and (c) in the case of AVEVA, for the purposes of assisting AVEVA to ensure Client's compliance with this Agreement. Each Party shall ensure that its employees, officers, Representatives to whom it discloses the other Party's Confidential Information keep such Confidential Information secure and confidential and do not disclose it to any other part in compliance with this clause.
- 9.3 No Party shall use or permit the use of the other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.
- 9.4 AVEVA and its Affiliates shall be entitled to state in the public domain that Client is a customer of AVEVA.
- 10. EXPORT CONTROLS.**
- 10.1 Client acknowledges and agrees that (a) Trade Control Laws govern the provision of access to and Use of the AVEVA Services, and (b) it shall not Use or transfer, directly or indirectly, any AVEVA Services in breach of such Trade Control Laws or permit it to be used or accessed in any way for a prohibited purpose including, without limitation, nuclear, chemical or biological weapons proliferation or development of missile technology.
- 10.2 Client shall indemnify, defend and hold AVEVA harmless in respect of any breach by Client of this clause 10.
- 10.3 If AVEVA suspects or becomes aware that Client has or is reasonably likely to be in breach of, or that its actions may result in AVEVA being in breach of, Trade Control Laws, without limitation to any other right or remedy available to it AVEVA shall be entitled to suspend or terminate this Agreement.
- 11. CLIENT INDEMNIFICATION.**
- 11.1 Client will defend, indemnify, and hold harmless AVEVA, its Affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third party Claim concerning: (a) Client's use of the AVEVA Services other than authorised by this Agreement; (b) violation of Applicable Laws by Client or Client Content; (c) alleged infringement or misappropriation of any third party rights (including Intellectual Property Rights) by Client, or Client Content; or (d) a dispute between Client and any Client User.
- 11.2 AVEVA will provide written notice to Client of any such Claim within a reasonable period of time. AVEVA may participate in the defence of the Claim at its own expense and Client may settle the Claim as Client deems appropriate, provided that Client obtains AVEVA's prior written consent before entering into any settlement.
- 12. DISCLAIMER.**
- 12.1 AVEVA will exercise reasonable skill and care in its provision of the AVEVA Services in accordance with the terms of this Agreement.
- 12.2 Client accepts that Use of AVEVA Connect and Third Party Content are provided free of charge and is provided "As Is" without any warranty, and the functionality of AVEVA Connect and any Third Party Content may be amended by AVEVA from time to time.
- 12.3 Except to the extent prohibited by Applicable Law, AVEVA makes no representations or warranties of any kind (a) whether express, implied, statutory or otherwise, regarding the AVEVA Services, and disclaims all warranties, terms, conditions and undertakings, including in respect of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement or quiet enjoyment, (b) arising out of any course of dealing or usage or trade practice, (c) that the AVEVA Services will be un-interrupted, error-free or free of harmful components, and (d) that any content, including Client Content or Third Party Content, will be secure or not otherwise lost or damaged.
- 13. LIMITATION OF LIABILITY.**
- 13.1 Nothing in this Agreement shall limit or exclude either Party's liability for: (a) death or personal injury caused by its or its employees or agents negligence, (b) fraud, (c) liability arising under clauses 9, 10 or 11, or (d) any other liability which cannot be limited or excluded by law.
- 13.2 Subject to clause 13.1, neither Party will be liable to the other Party under any cause of action or theory of liability, even if a Party has been advised of the possibility of such damages for any (a) indirect, incidental, special, consequential or exemplary damages; or (b) loss of profits, loss of revenues, loss of customers, opportunities or goodwill.
- 13.3 Subject to clause 13.1 and 13.2, the aggregate liability of either Party arising under or in connection with this Agreement in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise shall be capped at ten thousand Great Britain Pounds (GBP £10,000).
- 13.4 The Parties agree that this clause 13 is reasonable in the context that the AVEVA Services are provide free of charge, and have entered into this Agreement on this basis. The limitations and exclusions in this clause 13 shall apply to the fullest extent permitted by law.
- 14. ASSIGNMENT.**
- Client may not assign this Agreement or give or transfer an interest in it to another person.
- 15. NOTICE.**
- 15.1 Except as otherwise set forth in clause 15.3, to give notice to a Party under this Agreement, a Party must send such notice in writing (in English) to the other Party by personal delivery, overnight courier or registered or certified mail. Notices must be sent to the address of the other Party listed in the Connect Agreement, or such other address as a Party may subsequently designate in a notice to the other Party.
- 15.2 Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective after they are sent on the next business day of the recipient Party. Notices provided by registered or certified mail will be effective after they are sent on the third (3rd) business days of the recipient Party.
- 15.3 AVEVA may provide immediate notice to Client under clauses 2.5 or 5 by (a) sending a message to the email address then associated with at least one Client Account Administrator, or (b) posting a notice on AVEVA Connect.
- 16. COUNTERPARTS AND AMENDMENTS.**
- 16.1 This Agreement may be executed in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same document.
- 16.2 Save as expressly set out in this Agreement, no modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement.
- 16.3 This Agreement is drafted in the English language. If this Agreement is translated into any other language, the English language text shall prevail.
- 17. THIRD PARTY RIGHTS.**
- Except as set forth in clause 11, no person other than a Party to this Agreement, and their respective successors and permitted assigns, shall have any rights to enforce any term of this Agreement.
- 18. ENTIRE AGREEMENT.**
- 18.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter (and shall supersede the terms of any purchase order or other ordering document not emitted by AVEVA, and no terms included in any such purchase order or other ordering document not emitted by AVEVA shall apply).
- 18.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Nothing in this clause 18 shall limit or exclude any liability for fraud.
- 19. SEVERABILITY AND WAIVERS AND FORCE MAJEURE.**
- 19.1 If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect and any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.
- 19.2 The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit such Party's right to enforce such provision at a later time. All waivers by a Party must be provided in a notice to be effective.
- 19.3 Except for any payment obligation, neither Party will be liable for any delay

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or failure to perform any obligation under this Agreement where the delay or failure results from a Force Majeure Event.

20. INDEPENDENT CONTRACTORS.

AVEVA and Client are independent contractors and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither Party, nor any of their respective Affiliates, is an agent of the other for any purpose or has the authority to bind the other.

21. GOVERNING LAW, JURISDICTION.

The Parties agree that this Agreement and any dispute or claim arising out of or in connection with this Agreement (including non-contractual disputes or claims) shall be (a) subject to the laws of England and Wales, and (b) subject to the exclusive jurisdiction of the English courts. Notwithstanding the foregoing, either Party may seek injunctive relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of such Party's, its Affiliates' or any third party's Intellectual Property Rights or other proprietary rights.

PART B – INTERPRETATION AND DEFINITIONS

1. INTERPRETATION.

- 1.1 Clause, annex and paragraph headings shall not affect the interpretation of this Agreement.
- 1.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural, shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.3 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made under that statute or statutory provision.
- 1.4 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.5 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. DEFINITIONS.

- 2.1 **Acceptable Use Policy** shall mean: the policy as is available at <https://connect.aveva.com/AcceptableUsePolicy.html>, or as annexed to this Agreement, and as may be updated by AVEVA from time to time.
- 2.2 **Account Information** shall mean: any information about Client, its Affiliates, and Client Users which Client or any Client User provides to AVEVA in connection with the creation or administration of their accounts, (including, but not limited to Usage Credentials, Use Metrics and such personal data as is communicated to AVEVA and associated with a Client User Account).
- 2.3 **Affiliate** shall mean: in respect of a Party, a Party's subsidiary undertaking(s) or parent undertaking(s), or subsidiary undertaking(s) of parent undertaking(s), each being interpreted in accordance with section 1162 of the Companies Act 2006.
- 2.4 **Agreement** shall mean, together: the Connect Agreement entered into between the Parties and these AVEVA Connect Terms and the Policies.
- 2.5 **Applicable Laws** shall mean: all applicable laws, statutes, regulations, subordinate legislation, bye-laws, common law and legally binding codes of practice, each to the extent that they apply to a Party's rights or obligations under this Agreement.
- 2.6 **AVEVA Connect** shall mean: AVEVA's SaaS based management and access platform available at <https://connect.aveva.com> (as may be updated by AVEVA from time to time), but excludes any SaaS Applications subscribed to by Client, which shall be subject to a separate agreement between the Parties. AVEVA Connect does not include Third Party Content.
- 2.7 **AVEVA Content** shall mean: Content as AVEVA makes available in connection with AVEVA Connect (including Documentation, service catalogues, white papers, training modules, videos and materials, proofs of concept, templates). AVEVA Content does not include Third Party Content.
- 2.8 **AVEVA Services** shall mean: the provision of AVEVA Content, AVEVA Connect, support and related services, and Third Party Content.
- 2.9 **Claim** shall mean: any allegation, claim, litigation or proceedings, or any loss of license rights related to third party intellectual property rights.
- 2.10 **Client Account Administrator** shall mean: the Representative(s) set out in the Connect Agreement which – in the management of AVEVA Connect – has the exclusive right to grant Use to Client Account Users of the AVEVA Services on behalf of Client.
- 2.11 **Client Account User** shall mean: any director or employee of Client (and any permitted third party who is specifically permitted access to AVEVA Connect as part of Client's subscription to a SaaS Application) who is permitted to Use the AVEVA Services.
- 2.12 **Client Content** shall mean: any Content submitted or uploaded in connection with the Use of the AVEVA Services (such as sample data).
- 2.13 **Client Users** shall mean Client Account Administrator accounts and Client Account User accounts.
- 2.14 **Confidential Information** shall mean: all information (however recorded or preserved) disclosed by a party or its Affiliates or its Representatives to the other Party and that Party's Representatives concerning: any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, clients, pricing and plans, of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs).
- 2.15 **Connect Agreement** shall mean: the AVEVA Connect Agreement between the Parties, to which these terms relate.
- 2.16 **Content** shall mean: software, machine images and data (including, but not limited to engineering data, models, samples, libraries and standards) and any other text, audio, video or images.
- 2.17 **Documentation** shall mean: the technical documentation, program specification, operations manuals and other documentation as are available on AVEVA Connect, and as may be updated by AVEVA from time to time.
- 2.18 **Force Majeure Event** shall mean: (a) any event of emergency or threat to the security or integrity of the AVEVA Services, or AVEVA's or AVEVA's licensors IT networks, or, (b) acts of God, labour disputes or other industrial disturbances, electrical or power outage, utilities or telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war, or (c) any other cause beyond the respective Parties' reasonable control.
- 2.19 **Intellectual Property Rights** shall mean: all patents, copyrights, rights in software, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.
- 2.20 **Losses** shall mean: claims, damages, losses, liabilities, costs and expenses (including reasonable legal fees).
- 2.21 **Personal Data** shall have the meaning given to it in the Privacy Policy.
- 2.22 **Policies** shall mean: AVEVA's Acceptable Use Policy and Privacy Policy, and any other restrictions described on AVEVA Connect, and any other policy or terms referenced in or incorporated into this Agreement.
- 2.23 **Privacy Policy** shall mean: the policy as is available at <https://connect.aveva.com/PrivacyPolicy.html>, or as annexed to this Agreement, and as may be updated by AVEVA from time to time.
- 2.24 **Representatives** shall mean: employees, officers, representatives or advisers of each Party.
- 2.25 **SaaS Application** shall mean: each of the software solutions made available by AVEVA as a service to Client through AVEVA Connect, and their associated Documentation, as Client has subscribed under a separate agreement with AVEVA.
- 2.26 **Term** shall mean: the term of this Agreement, until it expires or terminates in accordance with its terms.
- 2.27 **Termination Date** shall mean: the effective date of expiry or termination of this Agreement.
- 2.28 **Third Party Content** shall mean: Content or products or services of a third party made available on (or made available via hyperlinks on) AVEVA Connect.
- 2.1.1 **Trade Control Laws** shall mean: all export control and sanctions laws and regulations of the United Kingdom, the European Union, the United States and the country in which Client Uses the AVEVA Services.
- 2.2.9 **Use** shall mean: access and utilisation of the AVEVA Services and any (if any) Third Party Content and Documentation by accessing, copying or transmitting or loading Client Content (provided that Client shall not copy the whole or any part of the Documentation and shall not remove any trademark, copyright or proprietary notices from the Documentation).
- 2.3.0 **Use Metric** shall mean: any information as is collected, processed or stored by AVEVA, AVEVA's Affiliates, AVEVA's Representatives or licensors and which is reasonably necessary to understand, aggregate, compute, measure, or support Client's Use of the AVEVA Services.
- 2.3.1 **User Credentials** shall mean: the user name and password of each Client User as provided by AVEVA to Use the AVEVA Services.

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